

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EFS Network, Inc.		01/26/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	iTradeNetwork, Inc.		
<b>Street Address:</b>	2600 Kitty Hawk Road, Suite 115		
<b>City:</b>	Livermore		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94550		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78093327	EFS NETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-876-3192		
<b>Email:</b>	pmcbride@sonnenschein.com		
<b>Correspondent Name:</b>	Peggy L. McBride		
<b>Address Line 1:</b>	7800 Sears Tower		
<b>Address Line 2:</b>	Sonnenschein Nath & Rosenthal LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	09812670-0001		
<b>NAME OF SUBMITTER:</b>	Peggy L. McBride		
<b>Signature:</b>	/Peggy L. McBride/		
<b>Date:</b>	04/06/2006		

OP \$40.00 78093327

**Total Attachments: 5**

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## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of January 26, 2004, by and between EFS Network, Inc., a Delaware corporation ("EFS"), and iTradeNetwork, Inc., a Delaware corporation ("ITN").

Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in *Exhibit A* hereto.

### RECITALS

**WHEREAS**, EFS is engaged in the business of providing a neutral web-based private network solution developed for buyers and sellers of food service products and related services;

**WHEREAS**, except as otherwise provided herein, EFS owns all of the right, title and interest in and to the Acquired Assets; and

**WHEREAS**, on the terms and conditions of this Agreement, the parties desire to complete the following in concurrent transactions: (i) ITN will acquire the Acquired Assets from EFS and assume the Assumed Liabilities; (ii) ITN will issue shares of its Series F Preferred Stock to EFS; and (iii) the parties will enter into the Related Agreements;

**WHEREAS**, following the closing of the foregoing transactions, EFS will transfer to Ecolab, Inc., a Delaware corporation ("Ecolab"), an amount of Series F Preferred Stock (valued at \$0.40 per share) equal to \$1,000,000, plus accrued interest, as provided for under the Ecolab Convertible Note (the "Ecolab Shares");

**WHEREAS**, subsequent to the closing of the foregoing transactions, the transfer of shares of Series F Preferred Stock to Ecolab and compliance with the provisions set forth herein, EFS will distribute shares of the Series F Preferred Stock to the EFS Stockholders;

**WHEREAS**, for federal income tax purposes, the parties shall treat the transactions contemplated by this Agreement as a reorganization within the meaning of Section 368(a)(1)(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, subject to receipt of applicable stockholder approvals, it is proposed that EFS liquidate and dissolve within a commercially reasonable time after the Closing in accordance with a plan of liquidation and dissolution to be developed by EFS (the "EFS Liquidation Plan");

**NOW, THEREFORE**, in consideration of the rights and obligations stated below, and other consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

## AGREEMENT

### 1. PURCHASE AND SALE

1.1 Purchase and Sale of Acquired Assets. Concurrent with the Closing and subject to the other terms and conditions of this Agreement:

(a) Assets Acquired. At the Closing, EFS shall sell, convey, assign, deliver and otherwise transfer to ITN, free and clear of Encumbrances other than Encumbrances expressly listed on *Schedule 1.1(a)* (the "Permitted Liens"), and ITN shall purchase and acquire from EFS, all of EFS' right, title and interest in, to and under all of the assets, properties, interests in properties and rights of EFS of every kind and description (other than the Excluded Assets), whether real, personal or mixed, tangible or intangible, and wherever located, as the same shall exist immediately prior to the Closing (the "Acquired Assets"), including without limitation the following:

- (i) all Intellectual Property Rights of EFS;
- (ii) all inventories of supplies;
- (iii) all computer hardware, software, office equipment, supplies, spare and replacement parts and other items of tangible personal property;
- (iv) all books, records, files, lists and other information (whether in hard copy or machine readable form and whether in original or photostatic form (except in the case of computer software, which must be in original form)), requested by ITN, and accounting records, mailing lists, customer and vendor lists and records and computer programs, records, files and related software and documentation, other than to the extent related to Excluded Assets or any Liability of EFS other than an Assumed Liability;
- (v) all rights, causes of action and claims, known or unknown, matured or unmatured, accrued or contingent, against third parties (including all warranty and other contractual claims, whether express, implied or otherwise), to the extent relating to any Acquired Asset or any Assumed Liability;
- (vi) all contractual rights under agreements with third parties (including noncompetition covenants, if any, from former employees, agents or stockholders) to the extent that if there is any potential obligation or Liability under said agreement, the agreement is included within the list of Assumed Liabilities;
- (vii) all telephone, telex and facsimile numbers and all listings in all telephone books and directories and any and all domain names;
- (viii) except to the extent they constitute "Pre-Commencement Amounts," all accounts receivable of EFS arising from invoices dated on or after November 25, 2003 and all accounts receivable of EFS relating to the provision of services for the period of time on or after the Closing (without regard to the date of the invoice) and all cash generated from any of the foregoing invoices or period of time, as the case may be;

"EFS Stockholders" shall mean the stockholders of EFS on the Closing Date, together with their permitted successors and permitted transferees of the Shares.

"Encumbrance" means any security interest, pledge, mortgage, bank debt, lien, charge, option to purchase or lease or otherwise acquire any interest, conditional sales agreement, claim, restriction, covenant, title defect or other encumbrance of any kind.

"Environmental Laws" means all Laws which prohibit, regulate or otherwise relate to the use, treatment, storage, handling, transport, disposal or discharge of chemicals, chemical solvents, gases, pollutants or Hazardous Substances or otherwise relate to industrial hygiene or to the protection of the environment.

"Escrow" shall have the meaning set forth in Section 7.1.

"Escrow Agent" means the escrow company or bank that ITN and EFS mutually agree shall serve in such capacity pursuant to the terms of the Escrow Agreement.

"Escrow Agreement" shall have the meaning set forth in Section 7.1

"Escrow Shares" shall have the meaning set forth in Section 7.1.

"Excluded Assets" shall have the meaning set forth in Section 1.1(b).

"Governmental Authority" means any domestic (federal, state or local) or foreign court, commission, governmental body, or regulatory or administrative or judicial agency, authority or tribunal.

"Hazardous Substances" means any substance or material which has been designated, listed or defined as a "hazardous substance," "pollutant," "contaminant," "hazardous waste," "regulated substance," "hazardous chemical," or "toxic chemical" under any Environmental Law.

"Information Statement" shall have the meaning set forth in Section 6.15.

"Intellectual Property Rights" means (i) copyright rights (including, without limitation, the exclusive right to use, make recordings of, reproduce, modify, adapt, edit, enhance, maintain, support, market, sell, rent, sell for rental, sublicense, distribute copies of, publicly and privately, display and publicly and privately perform, exploit, and exhibit the copyrighted work and to prepare derivative works) copyright registrations, and applications (collectively, "Copyrights"); (ii) trademark rights (including, without limitation, trade names, trademarks, service marks and trade dress), trademark and service mark registrations and applications (collectively, "Trademarks"); (iii) patent rights (including, without limitation, the exclusive right to make, use and sell), inventions, patent registrations and applications (collectively, "Patents"); (iv) trade secrets, moral rights, author's rights, right of publicity, contract and licensing rights, rights in packaging, goodwill, including ideas, research and development, know-how, formulae, compositions, technical data, design, drawings, specifications, customer and supply lists, pricing and cost information; and (v) other intellectual property rights, as may exist now and/or hereafter come into existence, and all renewals and

IN WITNESS WHEREOF, the parties, having read and accepted this Agreement, hereby sign and deliver this Agreement as of the day and year first set forth in this Agreement.

**EPS Network, Inc. ("EPS")**

By: Henry R. Lambert  
Name: HENRY R. LAMBERT  
Title: CEO

**TradeNetwork, Inc. ("ITN")**

By: \_\_\_\_\_  
Name: Robert Bonawit  
Title: Chief Executive Officer

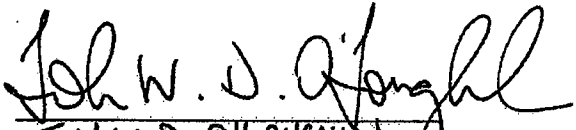
As to section 8.12 only:  
EPS Representative:  
  
eMac Digital L.L.C.

By: \_\_\_\_\_  
Name: Wayne Wolf  
Title: \_\_\_\_\_

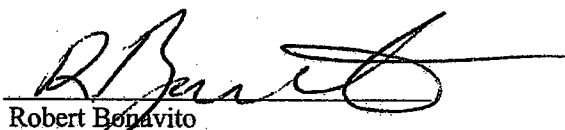
**[SIGNATURE PAGE TO PURCHASE AGREEMENT]**

IN WITNESS WHEREOF, the parties, having read and accepted this Agreement, hereby sign and deliver this Agreement as of the day and year first set forth in this Agreement.

**EFS Network, Inc. ("EFS")**

By:   
Name: JOHN W. D. O'LOUGHLIN  
Title: VP FINANCE + TREASURER

**iTradeNetwork, Inc. ("ITN")**

By:   
Name: Robert Bonavito  
Title: Chief Executive Officer

As to section 8.12 only:  
**EFS Representative:**

**eMac Digital L.L.C.**

By: \_\_\_\_\_  
Name: Wayne Wolf

Title: \_\_\_\_\_

**[SIGNATURE PAGE TO PURCHASE AGREEMENT]**